

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 6371 OF 2025

Babu P

.. Petitioner

**Versus**

A B C Transport Co Pvt Ltd

.. Respondent

.....

- Mr. Amit Sadanand Gosavi, Advocate for Petitioner
- Mr. Shafi Kazi i/by Ms. Sneha Pokle, Advocate for Respondent

.....

**CORAM : MILIND N. JADHAV, J.**

**DATE : JUNE 23, 2025**

**P. C.:**

**1.** Heard Mr. Gosavi, learned Advocate for Petitioner and Mr. Kazi, learned Advocate for Respondent.

**2.** Present Writ Petition impugns the award dated 13.02.2024 passed in Reference (IDA) No. 66 of 2022 by learned Labour Court, Mumbai.

**3.** Brief facts necessary for adjudication of the present Petition are as follows:-

**3.1.** Petitioner was employed with Respondent - Company as Peon Office Boy for almost 23 years. Petitioner has come up with the case that he was illegally terminated from service w.e.f. 10.07.2021 and he challenged his termination by raising an industrial dispute before the Fourth Labour Court, Mumbai in Reference (IDA) No. 66/2022.

According to Respondent - Company, Petitioner has tendered resignation, copy of which is placed on record and in view of the resignation Petitioner accepted full and final settlement of his retirement dues, *inter alia*, pertaining to gratuity, one month notice pay, retrenchment compensation, leave salary and bonus which are admittedly received by him.

4. Mr. Gosavi, learned Advocate for Petitioner would submit that Petitioner is a native of Tamilnadu and he was employed in the office of Respondent - Company for a period of 23 years as Peon Office Boy from 01.10.1997. He would submit that due to the outbreak of Covid-19 in the year 2020, Respondent - Company in the following year retrenched from service on 14.05.2021. He would submit that Petitioner received a monthly salary of Rs. 21,912/- per month during his service as Office Boy. He would submit that Petitioner used to work extra hours for 4 hours everyday after ending his office duty at 6:00 p.m. for which he demanded overtime and wages and in order to deprive the Petitioner from of overtime and wages, Respondent - Company in a vengeful attitude called him to office on 01.06.2021 and threatened him to sign his resignation letter which was prepared by the management. He would submit that the resignation letter *prima facie* reads as Petitioner has resigned on his own free will. He would fairly inform the Court that prior to resignation letter dated

14.05.2021, Petitioner was issued notice of retrenchment appended at page Nos. 18-19 of Petition wherein it was stated that due to outbreak of Covid-19 pandemic, Respondent could not continue with the services of Petitioner and therefore it was decided to retrench him. He would submit that by virtue of the said letter, Petitioner was given retrenchment compensation to the tune of Rs. 4,12,215/-, *inter alia*, pertaining to one month notice, gratuity, retrenchment compensation equivalent to gratuity, leave salary and bonus. He would submit that the Petitioner received the said amount along with other extra amounts. He would submit that thereafter Petitioner was called on 01.06.2021 on which date, he was forcefully made to sign his resignation letter and Petitioner, not being highly educated, did not understand the repercussions of signing the alleged resignation letter. He would submit that pursuant to his resignation, said letter was accepted by the Respondent Company and acceptance letter dated 15.06.2021 was issued to Petitioner. He would fairly draw Court's attention to the receipt in full and final settlement of Petitioner's service dated 09.07.2021 which is accepted by Petitioner in the presence of two other employees as witnesses along with copy of cheque received by him and voucher signed by him. He would further submit that Petitioner being an uneducated person was unaware of the

consequences of receipt of the aforesaid amount and signed the resignation letter in ignorance.

**4.1.** He would submit that in the above background, Petitioner filed a Dispute before the Deputy Commissioner of Labour under the Industrial Disputes Act, 1947 (for short "**the said Act**") and Deputy Commissioner of Labour, Mumbai referred the Dispute under Section 12(5) of the said Act for adjudication between the Respondent Company and Petitioner. Before the Reference Court, Respondent was arrayed as 'First Party' whereas Petitioner was referred to as 'Second Party'. He would submit that the Dispute pertains to reinstatement of Petitioner with full backwages w.e.f. 10.07.2021 i.e. following the date of Petitioner's alleged resignation. He would submit that First Party - Company filed a Statement of Claim dated 03.05.2023 before the Labour Court which was responded to by Petitioner by filing his written statement dated 28.07.2023. He would submit that termination of Petitioner in the above background was by way of victimization without the Company following the due process of law by retrenchment of Petitioner. He would persuade the Court to accept the fact that Petitioner was illiterate and uneducated to understand the consequences of the alleged resignation signed by him and therefore, the impugned award answering the Reference in the negative is required to be set aside.

5. *PER CONTRA*, Mr. Kazi, learned Advocate for Respondent - Company has drawn my attention to the written statement filed by Company before the Labour Court in Reference. He would draw my attention to paragraph No. 7 of the same to contend that the entire process of resignation was undertaken in consultation with the recognized Union i.e. Vahatuk Kamgar Sanghtana of which Petitioner was a member. He would submit that Petitioner was paid a substantial amount of Rs. 4,61,715/- in total which included the amount of Rs. 4,12,215/- in favour of Petitioner towards notice pay, gratuity, retrenchment compensation equivalent to gratuity, leave salary, bonus for the year 2020-2021 and 2021-2022 and further amount of Rs. 49,500/- paid in the the Bank account of Petitioner's wife as requested by him and some amount was paid to him in cash. He would submit that receipts of the said payment are appended to the Petition which would *prima facie* show that Petitioner received the said amounts and only as a consequence thereof signed his resignation letter. He would submit that if it was the Petitioner's case that he was forcibly made to sign the resignation letter on 01.06.2021, then on 01.06.2021 Petitioner ought to have shown his bonafides by approaching the enforcement agencies / Police to file an appropriate complaint against the Respondent Company. Petitioner did not do so neither he filed any complaint on having been forcibly made to sign the resignation letter

on 01.06.2021. He would submit that rather Petitioner received the entire retirement compensation on his resigning including all statutory benefits as applicable and payable to him in accordance with law under the supervision of Vahatuk Kamgar Sanghtana which is the recognized Union active in Respondent Company which espouses the cases of workmen employed by Respondent Company. He would submit that once the Petitioner has accepted his entire retirement legal dues in his account and his wife's account in June 2021 which is borne out from the record, it cannot lie in the mouth of Petitioner to level allegation of illegal termination or arbitrary action against the Petitioner by the Company. He would submit that Reference was decided before the Labour Court, Mumbai by leading evidence of both parties. He would draw my attention to the cross-examination of Petitioner appended at page Nos. 46-47 of Petition and would submit that Petitioner has agreed with the fact that every settlement with the Company was through Union and he has also admitted to have signed not only the resignation letter but also the receipt of payment in full and final settlement, documents which were marked as Exh. C-3/3 to C-3/7. He would submit that Petitioner has agreed that the allegation of forced resignation was neither brought by him to the notice of Union nor Union had written any letter to Company. He would also bring to the notice of the Court that the letter of acceptance of full and

final settlement amount appended at page No. 25 of Petition is witnessed by two witnesses namely Govind Bhandari and Madhukar Poojari who were his co-workers. In view of the above facts, he would submit that the impugned award passed by the learned Labour Court needs to be upheld.

6. Heard learned Advocates appearing for the parties and with their able assistance perused the record of the case.

7. It is *prima facie* seen that both the parties led evidence before the Labour Court in Reference. According to Petitioner who examined himself, it is his case that he was continuously working with the First Party Company for 23 years before receiving a notice of retrenchment dated 14.05.2021. However Petitioner has no answer to the question that he admittedly received the amount of Rs. 4,61,715/- without any demur or protest. In that view of the matter, objection of Petitioner thereafter seeking retrenchment or for that matter relating to his resignation is a complete afterthought. Petitioner cannot enjoy the amount of retrenchment benefit in full and final settlement having been received by him after enjoying the said amount file the present Dispute. Though Petitioner has alleged that resignation letter dated 10.07.2021 was taken from him forcibly, Petitioner has not given any cogent explanation of the receipt of amount towards full and final settlement of his retirement dues. Rather in his deposition before the

Labour Court, Petitioner has in his cross-examination agreed to have received the acceptance letter issued by Company pertaining to his resignation. From his deposition which is appended at page Nos. 42-45 of Petition, it is *prima facie* seen that no evidence whatsoever has been placed on record or brought forward by Petitioner to remotely prove the fact that the alleged resignation of Petitioner was taken forcibly and he was retrenched from services of Company illegally. This in fact is borne out from the fact that the dues paid to Petitioner contained one month notice pay, gratuity payable for the number of years of service with Respondent, retrenchment compensation equivalent to the same amount of gratuity, leave salary and bonus which the Petitioner accepted from the Respondent Company. Resignation letter is appended at page No. 23 along with acceptance letter at page No. 24 of Petition. It is seen that Petitioner has also given receipt of payment in full and final settlement which is appended at page No. 25 by appending his signature on the same in presence of two witnesses. The second witness - Madhukar Kitta Poojary was examined by Respondent Company before the Labour Court and his deposition is appended at page Nos. 48-52 of Petition. He was a Branch Manager working in the Booking Department of Respondent - Company. In his deposition, he has stated that a cheque

of Rs. 4,12,215/- was handed over to Petitioner and an amount of Rs. 49,502/- was deposited in the bank account of his wife.

8. Respondent Company has also led evidence of Director of the Company - Mr. Sukhbir Pritpal Singh whose affidavit of examination in chief is appended at page Nos. 53-56 of Petition. In his deposition, he has stated that Petitioner was represented by the Vahatuk Kamgar Sanghtana, a recognized Union which entered into 2(P) settlements with the management of the Company as he was a member of the said Union during his employment. It is also deposed by him that the wife of Petitioner was unwell and he was in need of money and therefore he tendered his resignation through the Union when he was handed over a cheque of Rs. 4,12,215/-. That apart amount of Rs. 49,500/- was deposited in the bank account of Mrs. Sofiya Babu, wife of Petitioner as per his request as she needed the said money for her medical treatment and some cash amount was given to the Petitioner. Petitioner therefore signed the documents of full and final settlement between the parties.

9. In view of absence of any evidence that Petitioner was forced to sign his resignation letter having been brought on record juxtaposed with the fact that Petitioner had received the amounts as alluded to herein above which he not only received but also utilized, Petitioner now cannot come before the Court and agitate that he is ready and

willing to return the said amount in the aforesaid facts of the present case.

**10.** In view of the above observations and findings, the impugned award dated 13.02.2024 passed by the learned Labour Court does not call for any interference of this Court. It deserves to be upheld. Resultantly Petition fails.

**11.** Writ Petition is dismissed.

Amberkar

[ MILIND N. JADHAV, J. ]

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by RAVINDRA  
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